

## REMARKS

### Summary of Office Action

Claims 30-32 and 39 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Murayama et al., U.S. Patent No. 5,633,070 (hereafter "MURAYAMA") in view of Smith et al., GB 2 186 233 (hereafter "SMITH") and in view of Feret, U.S. Patent No. 5,012,801 (hereafter "FERET").

Claims 33, 34 and 36 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over MURAYAMA in view of SMITH and in view of FERET and further in view of Haffner et al., U.S. Patent No. 6,045,900 (hereafter "HAFFNER").

Claims 35 and 38 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over MURAYAMA in view of SMITH and in view of FERET and further in view of Morman et al., U.S. Patent No. 5,932,497 (hereafter "MORMAN").

Claims 40, 41, 43 and 44 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over MURAYAMA in view of SMITH and in view of MORMAN.

Claims 42, 45 and 46 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over MURAYAMA in view of SMITH and in view of MORMAN and further in view of HAFFNER.

Claim 47 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over MURAYAMA in view of SMITH and in view of MORMAN and further in view of FERET.

Claims 48 and 49 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over MURAYAMA in view of SMITH and in view of MORMAN and further in view of Wu, U.S.

Patent No. 5,422,172 (hereafter "WU").

Claims 50-52 and 54 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over MURAYAMA in view of SMITH and in view of FERET and further in view of MORMAN.

Claim 53 stands rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over MURAYAMA in view of SMITH and in view of MORMAN and further in view of HAFFNER.

Claim 55 stands rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over MURAYAMA in view of SMITH and in view of MORMAN and further in view of WU.

#### **Response to Office Action**

Reconsideration and withdrawal of the rejections of record are respectfully requested in view of the following remarks.

Applicants note that all of the present rejections are based on MURAYAMA in view of SMITH and in view of one or two additional documents selected from FERET, HAFFNER, MORMAN and WU. Accordingly, none of the present rejections can be sustained if there is no apparent reason for one of ordinary skill in the art to modify the laminate of MURAYAMA in accordance with the disclosure of SMITH.

As set forth in detail in the response to the previous Office Action, there are fundamental differences between the disclosures of MURAYAMA and SMITH (some of which will again be set forth below), and for this reason alone, one of ordinary skill in the art wishing to modify the laminate of MURAYAMA (if at all) would not consider the disclosure of SMITH.

Specifically, MURAYAMA discloses a backing sheet for an adhesive bandage. This backing sheet comprises a nonwoven fabric which carries an adhesive on one side and has laminated thereto a

polymeric film on the side which is opposite to the adhesive-carrying side.

In comparison, the laminate of SMITH, although also comprising a nonwoven fabric and a polymeric film attached thereto, does not appear to comprise an adhesive, let alone on the nonwoven fabric.

Further, the film of MURAYAMA is to provide a water-proofing property. For example, according to the abstract of MURAYAMA, this film completely prevents permeation of water, a detergent aqueous solution or the like into a pad portion or an affected part. In contrast, the film of SMITH must be apertured (perforated).

Even further, in the laminate of MURAYAMA the nonwoven fabric is to come into contact with the skin, whereas in the laminate of SMITH the perforated plastic film is to come into contact with the skin (wound).

Additionally, the laminate of MURAYAMA serves as a (water-proof) backing sheet of an adhesive bandage, whereas the laminate of SMITH is an absorbent structure which may, *inter alia*, be used as part of a bandage.

Further, according to MURAYAMA a particularly preferred thickness of the polymer film is from 5 to 15 microns, whereas SMITH particularly recommends a plastic film thickness of 55 to 60 microns (page 3, lines 14-20), i.e., at least about four times the thickness of the film of MURAYAMA.

Applicants note that the Examiner takes the position that solely because both MURAYAMA and SMITH allegedly teach polymer film/textile sheet laminates for use in bandages it would allegedly have been obvious to one of ordinary skill in the art to modify the (completely unembossed) polymer film/textile sheet of the bandage of MURAYAMA "to have both the polymer

film and textile sheet macroembossed as suggested by Smith in order to provide a stronger bond between the polymer film and the textile sheet and provide a continuous pattern of embossing on the laminate” (emphasis added, paragraph bridging pages 4 and 5 of the present Office Action).

Applicants respectfully submit that especially in view of the fundamental differences between the laminates of MURAYAMA and SMITH, some of which have been set forth above, the mere fact that both documents disclose laminates which are (or can be) used in bandages is clearly not sufficient to provide motivation to combine the teachings of these two documents.

Applicants further submit that they are unable to find any indication in MURAYAMA that in the laminate described therein the bond between the nonwoven fabric and the water-proofing film leaves anything to be desired. At any rate, even if one were to assume, *arguendo*, that it is desirable to strengthen the bond between the nonwoven fabric and the water-proofing film in the laminate of MURAYAMA, it is not seen that SMITH contains any teaching or suggestion to the effect that the embossing disclosed therein has any beneficial effect in terms of bonding strength.

In particular, it is noted that with respect to the effect of the embossing disclosed therein SMITH states at page 1, lines 44-56 (emphasis added)

We have now found that an absorbent laminate having highly advantageous properties may be formed by superimposing a perforated plastics film on a fibrous web having a proportion of thermal bonding fibres therein, and embossing the two layers in a pattern which extends over at least some of the apertures in the film and over at least some of the areas of the film therebetween. This procedure results in the formation of a laminate in which the fibres of the absorbent layer are compressed in the region of at least some of the apertures in the plastics film. However, in contrast to the laminates disclosed in US-A-3,331,728 and 3,307,545, the interstices between the fibres of the absorbent layer in such compressed regions are found to be occluded to only a slight extent (if at all) by the material of the thermal bonding fibres. This has the advantage that the capillarity of the absorbent layer in such regions is greatly increased, so that liquid applied to the film side of the laminate is rapidly wicked away into the nonembossed regions of the laminate, giving reduced strike-through and reduced wet-back as compared with prior art laminates.

The above passage clearly fails to teach or suggest any beneficial effect of the embossing with respect to the bonding strength between the absorbent layer and the plastics film.

According to SMITH the only beneficial effects which are associated with the embossing disclosed therein are reduced strike-through and reduced wet-back, i.e., properties which are of no interest whatsoever for the adhesive backing of MURAYAMA.

It is submitted that for at least all of the foregoing reasons, there is no motivation for one of ordinary skill in the art to combine the teachings of MURAYAMA and SMITH. In other words, for at least all of the foregoing reasons, all of the present rejections (which are all based to a major extent on these two documents) are without merit.

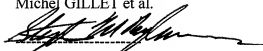
In view of the clear facts set forth above, Applicants refrain from commenting on any of the other allegations with respect to combinations of the teaching of MURAYAMA and SMITH with one or more of the teachings of FERET, HAFFNER, MORMAN and/or WU, without however, admitting that these allegations are meritorious. In this regard, Applicants refer on the comments set forth in the response to the previous Office Action, which comments are fully incorporated herein.

### **CONCLUSION**

In view of the foregoing, it is believed that all of the claims in this application are in condition for allowance, which action is again respectfully requested. If any issues yet remain which can be resolved by a telephone conference, the Examiner is respectfully invited to contact the undersigned at the telephone number below.

P29695.A07

Respectfully submitted,  
Michel GILLET et al.

A handwritten signature in black ink, appearing to read "Neil F. Greenblum", is written over a horizontal dashed line.

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